

Lot or Dwelling Unit as would any assessment or special assessment.

Section 11. Signs. No commercial signs or other signs shall be erected or maintained on any Lot or Dwelling Unit except with the written permission of the Association or except as may be required by legal proceedings, it being understood that the Association will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property Owner. Such prohibition shall not apply to common commercial real estate signs advertising that a particular Lot or Dwelling Unit is for sale provided that such signs are not illuminated and do not exceed four (4) square feet. If permission is granted for any other signage, the Association shall have the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Association. These restrictions shall not apply to restrict the Declarant or its agents from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Lot or Dwelling Unit, or other portion of the Property.

Section 12. Allowable Trim. No Owner or tenant of an Owner shall install shutters, awnings or other decorative exterior trim, except small exterior decorations such as address plates and name plates, without the prior approval of the ARC.

Section 13. Window Coverings. No reflective foil, tinted glass, sheets, newspapers or any other similar material shall be permitted on any windows except for tinted bronze glass and any such installation shall require approval of the ARC.

Section 14. Access at Reasonable Hours. For the sole purpose of performing any maintenance or repairs, authorized agents, contractors or employees shall have a license which shall be exercisable after reasonable notice to the Owner to enter upon any Lot or exterior of any Dwelling Unit.

Section 15. Tree Removal Restrictions. Trees situated on any Lot between building set back lines and the property lines having a diameter of eight inches (8") or more (measured four feet [4'] from ground level) may not be removed without prior approval of the ARC. All requests for approval of tree removal shall be submitted to the ARC along with a plan showing generally the location of such tree(s).

Section 16. Replacement of Trees. Anyone violating the provisions of Section 15 will be required to replace such trees with trees of like kind, size and condition within thirty (30) days after demand by the ARC. If the Owner fails or refuses to replace the trees as demanded, the ARC shall cause suitable replacement to be planted and the cost thereof shall be a lien against the property of the Owner. The Owner grants to the ARC, its agents and employees an easement of ingress and egress over and across said Lot to enable it to comply with Section 15 and this Section 16.

Section 17. Insurance.

(a) The Association shall keep (i) any buildings in the Common Area insured against loss by fire and the risks covered by a Standard All Risk of Loss Perils insurance policy under an extended coverage casualty policy in the amount of the maximum insurance replacement value thereof, and (ii) all personal property owned by the Association insured with coverage in the maximum insurable fair market value of such personal property as determined annually by an insurance carrier selected by the Association. Insurance proceeds for any improvements in the Common Area and any personal property owned by the Association shall be payable to the Association. In the event of any loss, damage or destruction, the Association shall cause the same to be replaced, repaired or rebuilt if it occurred in the Common Area. In the event the cost of such replacement, repair or rebuilding

of any improvements on the Common Area (i) exceeds the insurance proceeds available therefor, or (ii) no insurance proceeds are available therefor, the deficiency of full cost thereof shall be assessed to the Owners.

(b) The Association shall procure and keep in force public liability insurance in the name of the Association and the Owners against any liability for personal injury or property damage resulting from any occurrence in or about the Common Area, in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for damage to property in one (1) or more persons in one (1) accident or event and not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for damage to property in one (1) accident or event.

(c) Copies of all such insurance policies (or certificates thereof showing the premiums thereon to have been paid) shall be retained by the Association and open for inspection by the Owners at any reasonable time. All such insurance policies shall (i) provide that they shall not be cancelable by the insurer without first giving at least ten (10) days prior notice in writing to the Association, and (ii) contain a waiver of subrogation by the insurer(s) against the Association, Board and Owners.

(d) Anything contained herein to the contrary notwithstanding, the Association shall maintain such insurance coverage as may be required by the Veterans Administration ("VA"), the Federal Housing Administration ("FHA"), or Federal National Mortgage Association ("FNMA") so long as VA, FHA, or FNMA holds a mortgage on or owns any Lot.

Section 18. Antenna Restrictions. No one shall be permitted to install or maintain on any Lot, Dwelling Unit or structure any outside television or radio antenna, disc, mast aerial or other tower for the purpose of audio or visual reception unless the same is approved by the ARC. This restriction shall not serve to prohibit Declarant or the Association from installing an antenna or satellite antenna disc, or contracting with a third party to install such antenna, for the purpose of providing master or cable television, radio or other electronic service to the Owners in the Subdivision.

Section 19. Clotheslines. No clotheslines shall be erected or installed on any Lot without prior approval by the ARC.

Section 20. Exterior Paint. All exterior paint colors shall be subject to prior approval of the ARC.

Section 21. Drainage and Retention Area Easement -
"Retention Area."

(a) "Retention area" shall mean that area which is a part of the stormwater management system, and as identified as such on the plat of the subdivision or subsequent amendments and replats.

(b) Maintenance and Utilization of Retention Area:

(i) The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved by the St. Johns River Water Management District and the City of Rockledge.

(ii) Each lot owner agrees in the acceptance of title to a lot that no obstruction, wall, fencing or planting shall be placed in the area designated on the plat as "Drainage Retention Easement" that would obstruct, hinder or prevent the maintenance of the area within said area.

(iii) Each lot owner acknowledges in acceptance of title to a lot that the natural state of the retention area, including grading, cannot be altered or modified.

(iv) No treated, polluted or chlorinated water shall be discharged by any lot owner directly into the retention area.

(v) Any amendment to this Declaration which alters the surface water or stormwater management system, beyond maintenance, in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

(vi) The St. Johns River Water Management District* shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system. *and the City of Rockledge

(vii) Each owner shall be responsible for the maintenance, operation and repair of the swales on the owner's property. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance and other stormwater management capabilities, as permitted by the St. Johns River Water Management District. Filling, excavating or otherwise obstructing the surface water flow in the swales is prohibited.

Section 22. Additional Rules and Regulations. The Association or Board of Directors may, from time to time, adopt rules and regulations relating to any one or all of the restrictive covenants contained in this Declaration. No Owner, its successors or assigns, tenants, guests, or invitees shall violate the rules and regulations adopted from time to time by the Association or the Board of Directors, whether relating to the use of the Lots, the use of the Common Area, or otherwise. *

ARTICLE IX
COVENANTS AGAINST PARTITION AND
SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any Lot is dependent upon the right to the use and enjoyment of the Common Area and the improvements made thereto, and that it is in the interest of all of the Owners that the right to the use and enjoyment of the Common Area is retained by the Owners of Lots, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Area shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Area. In addition there shall exist no right to transfer the right to the use and enjoyment of the Common Area in any manner other than as an appurtenance to and in the same transaction with, a transfer of title to a Lot. Any conveyance or transfer of a Lot shall include the right to use and enjoyment of the Common Area appurtenant to such Lot subject to reasonable rules and regulations promulgated by the Declarant or the Association for such use and enjoyment, whether or not such rights shall have been described or referred to in the deed by which said Lot is conveyed.

ARTICLE X
LENDER'S RIGHTS

Section 1. Information. Upon written request, the Association shall make available for inspection during normal business hours by each Owner and Subassociation and each lender, holder, insurer or guarantor of any first mortgage on a Lot, a current copy of this Declaration, the Articles of Incorporation and By-Laws of the Association, and the records, books and financial statements of the Association.

Section 2. Financial Statement. Upon written request, each holder of a first mortgage on a Lot shall be entitled to receive a

financial statement of the Association for the immediately preceding fiscal year.

Section 3. Lender's Notices. Upon written request to the Association, identifying the name of the holder, insurer or guarantor and the lot and address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(a) any condemnation or casualty loss that affects either a material portion of the Property or the Lots securing its mortgage;

(b) any delinquency notice in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage;

(c) any proposed action that requires the consent of a specified percentage of mortgage holders.

ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Declarant or by any Owner to enforce any covenant or restriction herein contained shall be in no event deemed a waiver of the right to do so thereafter. If the Association shall seek to enforce the provisions of this Declaration, then the Association shall be entitled to collect its fees and costs, including reasonable attorneys' fees, whether incurred before trial, at trial or upon appeal or arbitration. The St. Johns River Water Management District or Florida Department Environmental Regulation shall have the right to enforce by proceedings at law or in equity, the provisions contained in this Declaration which relate to the maintenance operation and repair of the stormwater and/or surface water management system.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment.

(a) The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by not less than seventy-five percent (75%) of the Lot Owners; and further providing that any amendments which affect or alter the storm and/or surface water management system beyond maintenance in its original condition, including any water management portions of the Common Area for the Property must have the prior approval of St. Johns River Water Management District. Notwithstanding the foregoing, any amendment to this Declaration which adversely affects any lender, holder, insurer or guarantor of any first mortgage on the Property as of the date of recording of this Declaration, shall not become effective unless joined in and consented to by such lender, holder, insurer or guarantor. Any amendment must be recorded.

(b) Notwithstanding any provision to the contrary herein contained, the Declarant shall have the right to amend this Declaration without the consent, approval or joinder of any other person or Owner except the Federal Housing Administration (FHA) or the Veterans Administration (VA), or the Federal

National Mortgage Association (FNMA), or the Federal Home Loan Mortgage Corporation (FHLMC) if such amendment is required in order to cause this Declaration to comply with applicable FHA, VA, FNMA and/or FHLMC requirements. Such an amendment to this Declaration, the Articles of Incorporation or By-Laws of the Association need be signed and acknowledged only by the Declarant and need not be approved by the Association, Lot Owners or lienors or Mortgagees of Lots, whether or not elsewhere required for an amendment, provided, however, that any amendments which affect or alter the storm and/or surface water management system beyond maintenance in its original condition, including any water management portions of the Common Area, must have the prior approval of St. Johns River Water Management District.

(c) All amendments hereto shall be recorded in the Public Records of Brevard County, Florida.

Section 4. Right of Association to Merge. The Association retains the right to merge with any other homeowners association, provided such homeowners association is for an FHA or VA approved subdivision and provided FHA or VA approves such merger. This right shall be exercised by recordation (if an Amendment to this Declaration recorded among the Public Records of Brevard County, which Amendment shall set forth a legal description of the property to which this Declaration, as amended, shall apply. The Amendment shall further have attached to it a resolution of this Association and the homeowners association with which a merger is to take place, and such resolution shall be certified by the Corporate Secretary thereof and shall state:

(a) That a meeting of the homeowners association was held in accordance with its bylaws;

(b) That a two-thirds (2/3) vote of all classes of members approved the merger.

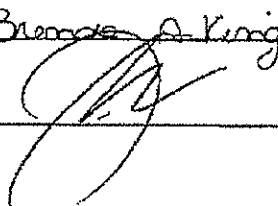
The foregoing certificates when attached to the Amendment shall be deemed sufficient to establish that the appropriate procedure was followed in connection with the merger.

Section 6. FHA/VA Approval. As long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration ("FHA") or the Veterans Administration ("VA"): Annexation of additional properties, mortgaging of Common Areas, dedication of Common Area, merger and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 7. Annexation. Additional residential property and Common Area may be annexed to the Property with the consent of two-thirds (2/3) of each class of members.

IN WITNESS WHEREOF, BARRINGTON DEVELOPMENT, INC.
has caused its seal to be hereunto affixed and these presents to be signed by its proper officers, thereunder duly authorized, this 31 day of August, ~~1993~~ 1993.

Signed, sealed and delivered in the presence of:

Bronson A King


BARRINGTON DEVELOPMENT, INC.
a Florida corporation
Maurice Rodai
BY: Maurice Rodai, President



BK9339PG01.44

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared MAURICE KOOSI, well known to me to be the President of BARRINGTON DEVELOPMENT, INC. and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of August 1993.
1993.

Brenda A King
NOTARY PUBLIC

My Commission expires:



BRENDA A KING
My Commission CC206538
Expires Jun. 22, 1997
Bonded by ANB
900-832-5478

BK3389PG 0145

EXHIBIT A

Legal Description:

A portion of the North 1/2 of the Northwest 1/4 of Section 8, Township 25 South, Range 35 East, City of Rockledge, Brevard County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 8; thence run S. 01° 17' 20" E. along the West line of said Section 8, a distance of 70.00 feet to a point on the South right of way line of Barton Boulevard; said point being the POINT OF BEGINNING. Thence run N. 88° 48' 20" E., along the South right of way line of Barton Boulevard a distance of 1,895.09 feet to a point on the West line of Golfview Subdivision Addition One, as recorded in Plat Book 19, Page 22, of the Public Records of Brevard County, Florida; thence run S. 00° 28' 24" E., along the West line of said Golfview Subdivision, a distance of 1,145.90 feet to the North line of Kings Grant, Unit Two, as recorded in Plat Book 18, Page 137, of the Public Records of Brevard County, Florida; thence run S. 88° 48' 59" W., along the North line of said Kings Grant, Unit Two, a distance of 1,878.78 feet to the West line of the Northwest 1/4 of Section 8; thence run N. 01° 17' 20" W., along the said West line, a distance of 1,145.45 feet to the POINT OF BEGINNING. Containing 49.63 acres.

UNSUITABLE
FOR
MICROFILM

BK999900146



CFN 96087930 05-24-96 08:09 pm

OR Book/Page: 3573/ 1144

This instrument prepared by: *TLA*
JAMES W. PEEPLES III, ESQ.
GRAY, HARRIS & ROBINSON, P.A.
P. O. Box ~~32957~~ 1870
~~Cocoa Beach, Florida 32932-0757~~
Melbourne 32902-1870

Return to →
\$24.00

Sandy Crawford

Clerk Of Courts, Brevard County

#Pgs: 5 #Names: 2
Trust: 3.00 Rec: 21.00 Serv: 0.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 Int Tax: 0.00

**SECOND AMENDMENT TO
BARRINGTON DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS SECOND AMENDMENT to Declaration of Covenants, Conditions and Restrictions for BARRINGTON ("First Amendment") is made this 28th day of February, 1996 by BARRINGTON DEVELOPMENT, INC., a Florida corporation ("Developer").

W I T N E S S E T H :

WHEREAS, Developer is the developer under the Declaration of Covenants, Conditions and Restrictions for BARRINGTON dated August 31, 1993 and recorded in Official Records Book 3339, Page 0129, Public Records of Brevard County, Florida ("Declaration"); and

WHEREAS, Paragraph XI.3. Amendments, of the Declaration provides for amendment of the Declaration; and

WHEREAS, Developer desires to amend the Declaration.

NOW, THEREFORE, Developer hereby amends the Declaration by this written action as follows:

1. The Declaration is revised to delete the term "Phase 1" as the Declaration was originally recorded against the property which was platted as Phase 1 and Phase 2, it being the intent that both Phase 1 and Phase 2 be subject to the Declaration.
2. The legal description of Tract B as referenced in Article VII, Section 1, is hereby attached as Exhibit B.
3. The Permit Number from the St. Johns River Water Management District is 40-009-0177.
4. Except as modified hereby, the Declaration shall remain in full force and effect.



CFN 96087930
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IN WITNESS WHEREOF, Developer has executed this First Amendment on the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

DEVELOPER:

BARRINGTON DEVELOPMENT, INC., a
Florida corporation
corporation

Lara Sims
Witness Signature

By: Maurice Kodsi
MAURICE KODSI, President

Lara Sims
Print Witness Name

Address: P. O. Box 320637
Cocoa Beach, Fl 32932-0637

[Signature]
Witness Signature

[Signature]
Print Witness Name

STATE OF FLORIDA)
) ss:
COUNTY OF BREVARD)

THE FOREGOING INSTRUMENT was acknowledged before me this 28th day of February, 1996 by MAURICE KODSI, as President of BARRINGTON DEVELOPMENT, INC., a Florida corporation, who is personally known to me, or who produced _____ as identification, and who did take an oath.

My commission expires:

Brenda A. King
Notary Public Signature

Brenda A. King
Print Notary Public Name



BRENDA A KING
Notary Public Commission GC296538
Expires Jun. 22, 1997
Bonded by ANB
800-852-5878



CFN 96087930

OR Book/Page: 3573/ 1146

LEGAL DESCRIPTION:

A PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 36 SOUTH, RANGE 36 EAST, CITY OF ROCKLEDGE, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 8; THENCE RUN S.01°17'20"E. FOR A DISTANCE OF 70.00 FEET ALONG THE WEST LINE OF SAID SECTION 8 TO THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF BARTON BOULEVARD, SAID POINT BEING THE POINT OF BEGINNING, FOR A FIRST COURSE RUN N.88°48'20"E ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 989.25 FEET TO THE POINT OF CURVATURE OF A RADIAL ARC WHICH IS TANGENTIAL TO THE SOUTH RIGHT-OF-WAY LINE OF BARTON BOULEVARD AND HAVING A RADIUS OF 25.00 FEET, SAID ARC BEING CONCAVE TO THE SOUTHEAST; THENCE RUN ALONG SAID ARC FOR A DISTANCE OF 39.31 FEET THROUGH A CENTRAL ANGLE OF 90°05'40" TO THE POINT OF TANGENCY; THENCE RUN S.01°17'20"E. FOR A DISTANCE OF 55.00 FEET TO THE POINT OF CURVATURE OF A RADIAL ARC, SAID ARC BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET; THENCE RUN ALONG SAID ARC FOR A DISTANCE OF 39.23 FEET THROUGH A CENTRAL ANGLE OF 89°54'20" TO THE POINT OF TANGENCY; SAID POINT BEING TANGENTIAL TO AND LYING ON THE NORTH RIGHT-OF-WAY LINE OF BARRINGTON CIRCLE; THENCE RUN S.07°56'53"E. FOR A DISTANCE OF 50.35 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF BARRINGTON CIRCLE; THENCE RUN S.01°17'20"E. FOR A DISTANCE OF 110.23 FEET; THENCE RUN N.88°48'20"E. FOR A DISTANCE OF 267.00 FEET; THENCE N.88°39'24"E. FOR A DISTANCE OF 89.27 FEET; THENCE S.01°17'20"E. FOR A DISTANCE OF 610.76 FEET; THENCE S.88°48'59"W. FOR A DISTANCE OF 320.00 FEET; THENCE S.01°17'20"E. FOR A DISTANCE OF 110.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BARRINGTON CIRCLE; THENCE RUN S.88°48'59"W. ALONG THE SAID NORTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 320.00 FEET; THENCE N.01°17'20"W. FOR A DISTANCE OF 110.00 FEET; THENCE RUN S.88°48'59"W. FOR A DISTANCE OF 110.00 FEET; THENCE RUN S.01°17'20"E. FOR A DISTANCE OF 110.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BARRINGTON CIRCLE; THENCE RUN S.88°48'59"W. ALONG THE SAID NORTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 85.05 FEET TO A POINT OF CURVATURE OF THE SAID NORTH RIGHT-OF-WAY LINE; THENCE RUN S.19°17'03"W. FOR A DISTANCE OF 53.36 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF BARRINGTON CIRCLE; THENCE RUN S.01°17'20"E. FOR A DISTANCE OF 110.00 FEET TO A POINT ON THE NORTH LINE OF KINGS GRANT UNIT THREE, AS RECORDED IN PLAT BOOK 19, PAGE 140, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S.88°48'59"W. ALONG THE SAID NORTH LINE FOR A DISTANCE OF 4800 FEET TO THE WEST LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 8; THENCE RUN N.01°17'20"W. ALONG SAID WEST LINE FOR A DISTANCE OF 145.45 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF BARTON BOULEVARD, SAID POINT BEING THE POINT OF BEGINNING. CONTAINING 29.24 ACRES.

A PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 25 SOUTH, RANGE 36 EAST, CITY OF ROCKLEDGE, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 8; THENCE RUN S.01° 17' 20" E. FOR A DISTANCE OF 70.00 FEET ALONG THE WEST LINE OF SAID SECTION 8 TO THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF BARTON BOULEVARD; THENCE RUN N.88° 48' 20" E. ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 989.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.88° 48' 20" E. ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 905.84 FEET TO THE WEST LINE OF THE PLAT OF GOLFVIEW SUBDIVISION ADDITION ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 19, PAGE 22, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S.00° 28' 24" E, ALONG THE WEST LINE OF SAID GOLFVIEW SUBDIVISION ADDITION ONE, A DISTANCE OF 1,145.90 FEET TO THE NORTH LINE OF KINGS GRANT UNIT TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 18, PAGE 137, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S.88° 48' 59" W. ALONG THE NORTH LINE OF SAID KINGS GRANT UNIT TWO AND ALONG THE NORTH LINE OF KINGS GRANT UNIT THREE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 19, PAGE 140, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; A COMBINED DISTANCE OF 1,397.78 FEET; THENCE RUN N.01° 11' 01" W. FOR A DISTANCE OF 110.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF BARRINGTON CIRCLE; THENCE RUN N. 19° 17' 03" E. FOR A DISTANCE OF 53.36 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BARRINGTON CIRCLE; THENCE RUN N.88° 48' 59" E. ALONG THE NORTH RIGHT-OF-WAY LINE OF BARRINGTON CIRCLE FOR A DISTANCE OF 85.05 FEET; THENCE RUN N.01° 17' 20" W. FOR A DISTANCE OF 110.00 FEET; THENCE RUN N.88° 48' 59" E. FOR A DISTANCE OF 110.00 FEET; THENCE RUN S.01° 11' 01" E. FOR A DISTANCE OF 110.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BARRINGTON CIRCLE; THENCE RUN N.88° 48' 59" E. ALONG SAID NORTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 327.59 FEET; THENCE RUN N.01° 11' 01" W. FOR A DISTANCE OF 110.00 FEET; THENCE RUN N.88° 48' 59" E. FOR A DISTANCE OF 320.00 FEET; THENCE RUN N.00° 28' 24" W. FOR A DISTANCE OF 610.76 FEET; THENCE RUN S.88° 39' 24" W. FOR A DISTANCE OF 89.27 FEET; THENCE RUN S.88° 48' 20" W. FOR A DISTANCE OF 267.00 FEET; THENCE RUN N.01° 17' 20" W. FOR A DISTANCE OF 110.23 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF BARRINGTON CIRCLE; THENCE RUN N.07° 56' 53" W. FOR A DISTANCE OF 50.35 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BARRINGTON CIRCLE SAID POINT BEING THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.23 FEET THROUGH A CENTRAL ANGLE OF 89° 54' 20" TO THE POINT OF TANGENCY; THENCE RUN N.01° 17' 20" W. A DISTANCE OF 55.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 25.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.31 FEET THROUGH A CENTRAL ANGLE OF 90° 05' 40" TO THE POINT OF BEGINNING. CONTAINING 20.68 ACRES.

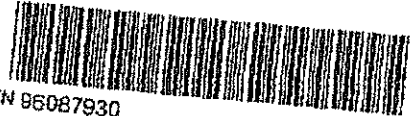


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EXHIBIT B

Tract "B," drainage and conservation easement, BARRINGTON PHASE
I, according to the plat thereof, as recorded in Plat Book 39,
Page 90, Public Records of Brevard County, Florida.



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OR Book/Page: 3573/ 1148